## REMARKS

In response to the Office Action dated May 18, 2006, Applicants respectfully request reconsideration. Claims 1-64 were previously pending in this application. By this Amendment, Applicants cancel claims 1-64 without prejudice or disclaimer and add new claims 65-78.

The Office Action rejects claims 1-64 claims under 35 U.S.C. §102(e) as purportedly being anticipated by Stuart (US 2005\0055519). This rejection is moot in view of the cancellation of claims 1-64.

New claims 65-78 are added in this application. Support for the newly added claims can be found in numerous places in Applicants' specification, including, for example, page 21, line 28 – page 22, line 6, which describes the direct deletion of content units. Specifically, the specification describes several techniques for deleting content units, once it has been determined that the retention period for a content unit requested to be deleted has expired. A first technique for deletion of a content unit, is referred to as fire and forget, in which the circular reference to a CDF is deleted so that the garbage collector will eventually delete the CDF when it discovers that the CDF is now unreferenced (Applicants' specification, page 20, lines 10-22). A second technique is referred to as asynchronous deletion, in which a CDF is moved to a different location indicating that the CDF has been deleted and should no longer be available to be read by the host. The garbage collector may periodically delete content units that are stored in the location indicating that they have been deleted (Applicants' specification, page 21, lines 3-15). A third technique for deletion of a CDF is direct deletion, where deletion is performed directly in response to a request to delete the CDF (Applicants' specification, page 21, line 28 – page 22, line 6).

Each of claims 65-78 patentably distinguishes over Stuart. Each of independent claims 65 and 70 recites an act of, "when it is determined in the act (B) that the retention period for the unit of content has expired, directly deleting the unit of content in response to the request," and independent claim 75 recites at least one controller that "when it is determined that the retention period for the unit of content has expired, directly deletes the unit of content in response to the request."

Stuart fails to disclose or suggest either of these limitations relating to direct deletion. Stuart discloses that when a request to erase a file is received, the file may be erased if a

retention time for the file has expired. However, Stuart is silent as to how the erasing of the file is performed. That is, Stuart does not disclose or suggest whether the file is erased asynchronously, directly, or in some other way. Thus, each of independent claims 65, 70, and 78 patentably distinguishes over Stuart.

Each of claims 66-69, 71-74, and 76-78 depends from one of claims 65, 70, and 78, and patentably distinguishes over Stuart for at least the same reasons as its respective independent claim.

## CONCLUSION

In view of the foregoing amendments and remarks, this application should now be in condition for allowance. A notice to this effect is respectfully requested. If the Examiner believes, after this amendment, that the application is not in condition for allowance, the Examiner is requested to call the Applicant's attorney at the telephone number listed below.

If this response is not considered timely filed and if a request for an extension of time is otherwise absent, Applicant hereby requests any necessary extension of time. If there is a fee occasioned by this response, including an extension fee, that is not covered by an enclosed check, please charge any deficiency to Deposit Account No. 23/2825.

Dated: November __17__, 2006          Respectfully submitted,

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